THE COURTS.

Exploiting the Abyss of the Black Friday Gold Corner.

ANOTHER CHAPTER IN THIS CURIOUS CASE.

Important'Supreme Court, General Term, Decisions.

DISBURSEMENT OF PUBLIC SCHOOL MONEYS.

The Vacancy on the Marine Court Bench.

There was another large crowd in attendance yesterday before Judge Barrett, holding Supreme Court Circuit, to listen to the further testimony in the tria of the suit of De Witt & Taylor against Jay Gould and others. Mr. Gould, for the first time since the com mencement of the trial, put in an appearance, occupying a seat by his counsel, with whom he was in fre quent consultation during the examination of the

Mr. John P. Persch, the Wall street broker whose examination was commenced on Thursday, was cross examined at considerable length. He said that when he saw Mr. Gould he was in Mr. Willard Martin & Co.'s office, all alone; he mentioned the interview be tween himself and Mr. Gould to Mr. Smith; he next saw Mr. Gould at the Opera House offices some time in July, 1872; Mr. Willard Martin was there at the time; Mr. Smith introduced him to Mr. Gould. Mr Smith said he wished to see Mr. Gould about the Black Friday operations; he did not converse very long; Mr. Piak was not there at the time; be had been at the office before, but not at the President's office; he could not say what time on Monday he made his visit, but it was not in the morning; he thought later than July; he found Mr. Sherman in his office at the time; he couldn't recollect whether he could give the exact words or not, but he would do the best he could; he didn't tell the conversation to any one but Mr. Smith; when he signed the release of his claim Mr. Gould gave him \$250; his claim amounted to about \$20,000; but he gave me a promise besides, added the "I didn't ask you that," said Mr. Vanderpoel, testily.

On examination by Mr. Sullivan the witness was on examination by Mr. Sunvan the witness was tasked about those promises.

Mr. Beach—I object; that was gone into last night; and there can be no object in having it now unless they want to get up that laugh again.

Judge Barrett—That is all that can possibly result

The next witness was William J. Woodward, who testified that he was an operator in Wall street in 1869; the day before Black Friday Mr. Smith, of the firm of Smith, Gould, Martin & Co., asked him to buy gold for him; \$5,000,000 of it; he was not personally to buy, but to get Lockwood & Co. to buy, on a margin of \$250,000; Mr. Smith gave him a check for \$250,000, and he gave it to Lockwood, together with the order to buy; the order was only partially executed to the extent of between \$1,000,000 or \$2,000,000; on the evening of Thursday, September 23, he called at Heath's private office and saw there Mr. Fisk, Mr. Gould, Mr. Sherman and others; Fisk said they had loaned out \$90,000,000, and they should have this published in the morning papers in order to show they had the \$90,000,000 they claimed; Fisk was sitting on a chair getting shaved; there was a talk about calling on the parties to whom they had loaned to settle at a certain price; on Black Friday morning he called at Heath's office and had a conversation with Mr. Gould, who said the market was going up and that gold would well at 200 that day.

Cross-examined by Mr. Beach—He called at Heath's om it. The next witness was William J. Woodward, who

who said the market was going up and that gold would well at 290 that day.

Cross-examined by Mr. Beach—He called at Heath's office because he was interested in gold; he was interested in the transactions of Mr. Gold, who was carrying gold purchased for the joint account of Mr. fould, Mr. Kimber and himself; he had no interest in any purchases of Thursday or Friday or in the operations of Albert Speyers or the Gold Frehange.

Re-examined—The joint account Gould, Kimber and himself was \$20,000,000, a portion of which has been sold.

seen sold.

To Mr. Sullivan—The parties mentioned had, at the time of our joint purchase, substantially made a cor-

the witness was then asked by Mr. Beach to explain the witness was then asked by Mr. Heach to explain what he meant by "corner," and the brokers all laughed. The witness said it was an operation by which large purchases of stock or gold contract the anarket supply; he could put no other construction on buying \$90,000,000 and loaning it out with only \$14,000,000 available; the loaning out so far supplies the market; there was a class of operators working for a rise of stocks, but they generally work on separate matividual contracts.

a rise of stocks, but they generally work on separate individual contracts.

William Read, gold operator, testified that he did business in Wall street in 1869; on the morning of it ask Friday, at ten o'clock, he was in the office of Smith, Gould, Martin & Co.

The Court then took a recess, and on reassembling a lengthy argument took place on a question raised by the defence as to the inadmissibility of the proposed evidence about statements made by Mr. Henry Smith while alone with the witness in his office. Mr. Beach contended that decmissibility of the proposed evidence about statements made by Mr. Henry Smith while alone with the witness in his office. Mr. Beach contended that declarations of the individual firm of Smith, Gould & Co. should not be binding upon the other members of the firm, because it did not follow that the gold transactions of which he spoke were not carried on on his own individual responsibility. Mr. Smillyan replied on the other side, and Judge Barrett decided that on the whole aspect of the case, so far, he would not be justified in excluding the testimony. It is seen that the morning of Black Friday he was in Smith, Gould & Martin's office, in Broad street, and had a conversation with Mr. Henry Smith; he told Mr. Smith said the market was going up, and they had sent a man over to raise it to 150; witness said it went up easy, and asked whether he would advise him to hold on to his cold; Mr. Smith replied, 'You may do as you like about that, but I tell you that 'I' or 'we (he could not remember which) mean to make every one of these damned fellows settle to-day if we send it up to 179." he crossed over; found gold over 150, and sold \$1,000,000 to Mr. Speyera.

Cross-examined by Mr. Smearman—He sold at 160; gold had then broken; within five minutes after he bought back \$700,000 at 147, and gold went down like a shot inaghter); witness has a suit against Mr. Goulf and Mr. Gould has one against him; it refers to this very gold; he knows it, because he read the—oh, what do you call it?—writ, or something, (Laughter).

All the above evidence of Mr. Read was ruled out as concerns the defendant Bach.

Albert Speyers was recalled, but his direct testimony was stricken out. The witness then looked inquiringly at Mr. Beach, but that gentleman bowed, smiled and waved his hand to the witness and the latter gladly, retired, amidst laughter. Judge Barrett here aftern room. His Honor added that his attention had been called to a circumstance which be did not care to lay before the public, but it was sufficient to make thim repeat h

1

ADJUDICATED CASES.

The Supreme Court, General Term, held by Chief Justice Davis and Judges Brady and Daniels, have had decisions of cases argued before them adjourned yesterday till the 15th of April, to give decisions upon the cases still remaining undecided. It was a matter of surprise that no decision was given in regard to the motion for the confirmation of the report of the Rapid

motion for the confirmation of the report of the Rapid Transit Commissioners. As to the decisions rendered, there were none of firm, as will be seen by the list given eisewhere, in cases of any special public interest. An epilome of the more important opinions, however, is given below.

The leading case of interest was as to the power of the Legislature to depute to the Board of Health its ewn authority, by empowering it to pass ordinances, the violation of which will be punishable by imprisonment. Patrick Coe was sent to prison for a month by the Special Sessions jus ices, on conviction of selling watered milk in violation of one of the Board's vidinances, and his case was argued on certiforari. The coneral Term Judge Junies giving the opinion holds that the legislature unsquestionably has such power.

In the sant of the Commercial Pank of Kentucky spants desemble B Varnum, an attorney, the Meltropolitan Bank, as agents of plaintiff, gave the demandant, who was their sitteracy, drafts to protest. He did so; it turned out that it was done prematurely, and the plaintiff lost the power to pursue the indorsers. Some were brought against the attorney, and judgment was in his favor. The General Term, through Judge Prady, upheld these Judgments, bolding that the artering was simply employed to do a specific duty, and that he was bound to do it where directed, and was not required to give a legal optimon as to the proper day.

THE PUBLIC SCHOOL FUND.

The floard of Estimate and Apportionment having appropriated for this year the sum of \$3,653,000 for of public instruction in this city the Beard of Education requested the Comptroller to deposit \$300,000 of this sum with the City Chamberlain meet their drafts. This request was disregarded, Education for a peremptory mandamus against the

sion for this writ was denied, and an appeal was taken from such decision to the Supreme Court, General Term, where the case was argued yesterday at considerable length.

It was urged on behalf of the Board of Education that the Board is organized under the laws of the State and has full control of the public schools and the public school system of the city and possesses the powers and privileges of a corporation, the possessing a corporate existence; it has the power to dictate the amount of money required to discharge its obligations and duties and the exclusive right to appropriate it in the performance of its proper and legal functions. In opposition it was claimed that the order denying a mandamus in the Killian case was correct and should hold in the present case; that no provision of law can be found which authorizes the Comptroller to deposit or the Chamberlain to receive a gross sum for the Board of Education; that the Comptroller was wholly powerless to draw such sums from the city treasury; that the Chamberlain would not be authorized to receive or keep it, and that such a method of providing and keeping funds for the purposes of the Board of Education is not authorized by law. It was urged further that if the case of Killian was incorrectly decided and the provisions of the charter requiring all moneys to be paid out upon vouchers examined and allowed by the Auditor and approved by the Comptroller apply to the payment of bills of the Board of Education, it follows, a fortiorar, that the scheme of requiring the Comptroller to deposit a sum in gross with the Chamberlain for the purposes of the Board of Education is not admissible. It was argued in conclusion that the order of the Special Torm should be allitmed. After hearing the argument the Court took the papers for examination.

SINNOTT AS MARINE COURT JUDGE. The appointment by Governor Tilden of James P. fill the vacancy caused by the death of the late Judge Spaulding, does not seem to meet the approval of the present Judges of the court. At a convention of the Judges, held yerterday, this conclusion was emboded in the following pronunciamento, which explains it-

in the following pronunciamento, which explains itself:—

At the Court House,
In the City of New York, March 30, 1876.}

The Justices of the Marine Court of the city of New York being, on Tuesday, the 28th inst, duly assembled in convention and acting as a Court, James P. Sinnott, Equity, eprsonally appeared before the said Court, and claiming to have received an appointment and authority from the Governor of the State of New York to be one of the Justices of this Court, in the place and stead of the Hon. Alexander Spaulding, deceased, requested that he be assigned to judicial duty in pursuance thereof. Now, it appearing to his Court that the said profesred appointment is not by the advice and has not received the consent of the Senate of the State of New York, we, the undersigned, the Justices of the said court, having considered the matter, are of and declare it as the opinion of the Court that the said supposed appointment and authority are without the effect and force of law. In such a case as the present, if His Exceliency the Governor has no official power by law to fill the said vacancy without the advice and consent of the Senate, then the evidence presented by Mr. Sinnott bestows on him not even the outward signs and symbols of the office of a justice of this court so as even to allow it to be said that he is in office by color of title.

Therefore, the said act of the Governor is evidence of

Therefore, the said act of the Governor is evidence of nothing pertinent to the claim made by Mr. Sinnott, and this Court thereby receives no power to assign him to duty, for which reasons we judicially decline to accede to the request, upon the evidence, as made.

GEORGE SHEA. C. J.

HENRY ALKER.

DAVID MCADAM.

C. GOPPP.

C. GOEPP, JAMES B. SHERIDAN,

A CITY CONTRACTOR'S TROUBLES. William A. Seaver, collector of John L. Brown, brought suit against the city to recover \$90,337 50, balance claimed to be due on a contract for regulating and gradng Tenth avenue from Manhattan to 155th street. The action was begun in January, 1873, and has passed through all the vicissitudes which seem to be well nigh inseparable from any attempt to collect a debt from the inseparable from any attempt to collect a debt from the city. On the trial of the case the complaint was dismissed, which judgment was affirmed by the Supreme Court, General Term, but reversed by the Court of Appeals and a new trial ordered. As the case was about to be retried motion was made on behalf of the city for leave to amend its answer. The case came up yesterday for argument in the Supreme Court, General Term, on an appeal from an order of Judge Lawrence denying this motion. The case was argued at great length, Mr. John E. Develin appearing for Mr. Seaver and Corporation Counsel Whitney for the city, and at the conclusion of the argument the Court took the papers, reserving its decision.

THE TRIAL OF LAWRENCE.

The alleged Custom House defaulter, Charles L. Lawrence, brought here after his flight to Europe under the Extradition treaty, having failed to secure the action of the courts in his favor, will be brought up to-day on an argument to plead anew to the indictment against him. It has been stated that he offered to give against him. It has been stated that he offered to give all he knew of the transaction in which he and others were implicated, where it would be of the most use, en-condition that the prosecution against him was with-drawn. It seems, however, that United States District Attorney Bilss has reported to the Attorney General adversely to Lawrence's plea for pardon, and the Sec-retary of the Treasury refused to accept it, so the case will proceed accepting to the programme of United States District Attorney Bliss.

TAKES HIS ARMOR WITH HIM. In the suit of Frederick C. P. Robinson against E. L. Davenport, in the Marine Court, the facts of which appeared in yesterday's HERALD, Judge McAdam rendered peared in yesterday's Herald, Judge Moddam rendered a decision yesterday morning, variety injunction which had been previously granted restraining Mr. Davenport from removing to Phitadelphia the \$500 suit of armor worn by him in his character of Brutus in the play of "Julius Caesar." The reason for the judge's decision, as indorsed on the papers in the case, is as ioliows:—"The proofs show that the inhended departure of the defendant from the State is to fulfit a professional engagement, and not for the purpose of defrauding the plaintiff. The motion to vacate the injunction will, therefore, be granted."

SUMMARY OF LAW CASES. Judge Donohue yesterday, in the suit of George Mark against William J. Omberson, granted an injune tion prohibiting the sale of the steam propeller

By consent of counsel, Judge Donohue yesterday directed a cancellation of the verdict of \$2.411 17 for the plaintiff in the suit of Desire Charing against Rus-Judge Donohue yesterday denied the application for

a peremptory mandamus directing the St. John the

a peremptory mandamus directing the St. John the Gaptist Benevolent Society to reinstate as a member George Batchelor.

Frank Marston, arrested some days ago, on a charge of passing counterfert \$5 bills, was yesterday examined before United States Commissioner Shields and held in \$5,000 to answer.

In the case of the United States vs. H. B. Claffin & Co. and other merchants of this city, it is the intention of United States District Attorney Bliss to appeal from the decision of Judge Blatchford sustaining the demurrers of the defendants, to the Supreme Coart of the United States.

marrers of the defendants, to the Supreme Court of the United States.

A percentpory mandamus was granted yesterday by Judge Bonohue directing the Board of Revision and Correction of Assessments to confirm the assessment list for regulating and grading Manhattan street from St. Nicholas avenue to Tweifth avenue.

The subject of confirming the reports for opening avenue B and East River Park; for opening a diagonal avenue from 136th to 144th street, and for widening 110th street, west of Eighth avenue, will be argued to-day in Supreme Court, Chambers, before Judge Donohues. The matter of opening F street, from Inwood to the Bolton road, and Sixty-fifth street and a part of Tenth avenue, has been postponed to the 8th inst. and the report as to the opening of 151st street, from Ninth avenue to the Hudson River, has been deterred to the 18th inst.

DECISIONS.

SUPREME COURT-GENERAL TERM. By Judges Davis, Brady and Daniels, shend vs. Norris. Judgment affirmed. Opinion

Townshend vs. Norris—Judgment affirmed. Opinion by Judge Davis.

Phelan vs. Collender.—Judgment affirmed. Opinion by Judge Brady.

Bohnet vs. Lutham.—Order affirmed, with \$10 costs, besides disbursements. Opinion by Judge Daniels.

The Brooklyn Life Insurance Company vs. Pierce et al.—Order affirmed, with \$10 costs and disbursements. Opinion by Judge Davis.

Gaul vs. The Knickerbocker Life Insurance Company.—Order affirmed, with \$10 costs and disbursements. Opinion by Judge Brady.

Hayman vs. Jones et al.—Judgment reversed; new trial ordered; costs to abide event. Opinion by Judge Daniels.

Owens vs. Cassidy,-Judgment affirmed. Opinion by Judge Davis.

Mayor vs. Friedman. —Judgment affirmed. Opinion by Judge Daniels.

Corbett vs. Trowbridge.—Order reversed, with \$10 costs, to abide event; order entered directing service of the further bill of particulars demanded. Opinion

by Judge Brady.
Irwin vs. Irwin —Decree affirmed, with costs. Opinion by Judge Danleis.
Weld et al. vs. Bowers.—Judgment affirmed. Opinion

by Judge Daniels.

Claffin et al. vs. Saussig et al.—Judgment reversed;
new trial ordered; costs to abide event. Opinion by

street, Adam Nixon Hamilton, alias Adam Nixon, was charged with bigamy. It appears from the affidavits that on the 17th of October, 1870, the defendant was married to his first wife, Mary, and on the 25th of October, last, he was married to Christina Kann, the complainant, of Rockland Lake. The last marriage having taken place in Rockland county, Judge Kilbreth decided that he had no jurisdiction in the case, but would hold the prisoner to await the arrival of the Rockland county authorities. Judge Brady.
The People ex rel. Cox vs. The Justices of the Court of Special Sessions.—Judgment affirmed. Opinion

The People ex rel. Cox vs. The Justices of the Conrt of Special Sessions.—Judgment affirmed. Opinion by Judge Daniels.

Unger et al. vs. Jacobs.—Judgment reversed; new trial ordered, costs to abide event.
Goodman and another vs. Guthman.—Order reversed, order entered directing readjustment of costs in controversy within twenty days after notice of this decision on notice to the attorney for the appellant, and the payment of the amount which may be disallowed to the plainiff in the second action or his attorney. Opinion by Judge Daniels.

Gray vs. Green and another.—Order disminsing appeal vanceted; order entered restored case to calendar without costs.

Therefore Letter School of the control of the second action of the attorney.

nied: judgment ordered for plaintiff on verdict. Opinion by Judge Baniela. Marshali va. Fowler.—Judgment affirmed. Opinion by Judge Daniela. Hadnett va. Cooley. by Judge Daniels.
Hadnett va. Cooley.—Motion to dismiss appeal
granted, with \$10 costs.
Satherthwaite vs. Vreeland et al.—Motion for reargument denied, without costs.
De Wolf vs. Marschal.—Motion to advance cause de-

nied, without costs.
Slade vs. Wilson.—Motion for reargument denied,

Smith vs. Osborn. Judge Donohue.

Bichards vs. Carlton. Judgment reversed; new
trial ordered, costs to abide event. Opinion by Judge
trial ordered, costs to abide.

by Judge Davis.

The Ocean National Bank vs. Caril.—Order affirmed, with \$10 costs and disbursments. Opinion by Judge Davis.

Mills vs. Rodewald,—Motion to dismiss appeal de-

nied.

Hann vs. Van Voorhis et al.—Motion denied.
Sandford and another vs. Cottrell; Cronnuelin vs.
Sandford.—Motion for reargument denied.
Matter of Sewards, &c.—The proofs are not sufficient, in our judgment, to establish with sufficient clearness the charges against respondent to justify us in his disbarment. The proceedings must, therefore, be dismissed.

missed.

Matter of Howe, &c.—The referce having reported in this case, in substance, that no evidence had been produced before him sufficient to establish the charges preferred, it is ordered that the matter be dismissed.

Matter of Waite, &c.—On the jurther hearing of this case and upon additional slidbavits it is ordered that the period of suspension be reduced to six months.

Matter of Loew, &c.—Motion for reconsideration denied.

nied.
Wallace & Sons, &c., vs. Castle et al.—Motion de-

The People ex rel. Houghton vg. the Commissioners of Taxes and Assessments of the City of New York—Writ granted and proceedings of respondents affirmed.

Mills vs. Rodewald.—Motion denied, without costs.

Opinion per curæ.

SUPREME COURT- CHAMBERS.

Smith vs. MacDonald.—Motion for a new trial on the merits denied, with \$10 costs.

White vs. Mealio et al.—Case and amendments ettled.

Belmont vs. Ponvert

ettled.

Belmont vs. Ponvert.—Order cancelling lis pendens.
Du Bom vs. Miller.—Alies attachment ordered.

Whelan vs. The Third Avenue Railroad Company.—
xamination of plaintiff ordered.

Jackson et al. vs. Burnet et al.—Order modifying ijunction.

Schuster vs. Schuster.—There should be further proof of service of the summons and complaint on the defendant.

cerendant. Ettlinger vs. Stegmuller et al.; Maguire vs. Dins-more et al; Wilson vs. Scheider.—Orders granted.

MARINE COURT-CHAMBERS.

By Judge McAdam. Wallace vs. Rossa, -Bill of particulars ordered.

Crowell vs. Wood, Jr.—Attachment ordered. Quirk va Freedman; Uhlig vs. Schafer; Uffelmann

vs. Stillman; Grier vs. Robertson; Bryant vs. The Mayor, &c.—Motions granted. Woodruff vs. Salton.—Motion denied. King vs. Morris.—D. S. Robertson appointed re-

eiver.

Pahiman vs. Pinkernelli.—Motion denied.
Dart vs. Fallen.—Motion granted.
Lee vs. Bryant.—A. Barton Hough appointed re-

Spotwell vs. Maher; Dayoknick vs. Adler; Langhein vs. Steniginan; Eadie vs. Whiteheal; Lacompte vs. Pottier.—Motions to advance causes granted. Nichols vs. Voorhis; Hotaling vs. Weiss.—Receiver's bond approved.

Burnell vs. Lillendahl.—Henry McCarthy appointed

referee.
Underhill vs. Sherry.—Attachment ordered.
By Judge Goepp.
Allart vs. Shaw.—Motion denied. Opinion.
Arnold vs. Hermann; Sterling us. Hermann.— Motions denied, with \$10 costs.

COURT OF GENERAL SESSIONS.

Before Judge Gildersleeve.

THE CRISPINS ON TRIAL.

Crispins indicted for conspiracy at the instance of Messra Hanan & Reddish, was arraigned in the Court

of General Sessions yesterday, under an indictment for

felonious assault. Assistant District Attorney Horace

Russell, who has charge of the omnibus indictment,

prosecuted. Assuming that most of the accused are Catholics and would not consider binding an oath upon

the ordinary Bible, Mr. Russell had procured a Douay

Bible, upon the title page of which is a small engray-ing of the Papai arms, and upon this picture he directed

nesses, an order which was faithfully obeyed. The prosecution alleged that Sullivan was one of the men

mployed by Hanan & Reddish in January last, when

that firm employed a number of men, as foreman, who also worked in the shops. This being contrary to the

rules of the St. Crispin Society, the men struck and organized a patrol to remonstrate with

those who might be employed in their stead,

upon his person. Loewenthal, when struck, drew a revolver and fired several shots about him, none of which did any harm.

A number of witnesses were called to testify to the above facts. Colonel Spencer set up the defence that Loewenthal was struck by the unknown man without the knowledge or consent of Sullivan, and the latter accounted for his possession of the cane by staining that he took it away from a brother-Crispin, who was under the influence of liquor, for fear he would do harm with it. A number of respectable witnesses testified to the good character borne by the prisoner. The jury, after deliberating ten minutes, found him gullty of an assault with intent to do bodily harm. The Court, in consideration of the previous character of Sullivan, made the penalty comparatively light—four years in State Prison.

A BAD "STEERER" FOR HIMSELF.

Adolph Wernsdorf, the waiter at No. 6 Allen stree who was convicted two weeks ago of having "steered"

Samuel Randell, the barber of Chatham and Pear

streets, to a gambling house at No. 137 East Tweißth street, where he lost \$250 at faro, was arraigned for sentence before Recorder Hackett, who tried the case. He was sentenced to pay a fine of \$5 and undergo an imprisonment of thirty days in the Penitentiary.

UNPROFITABLE PECULATION.

James McCue, a youth of fifteen, living at No. 155

Delancey street, convicted some ten days ago of steal-

CHANGED HIS QUARTERS.

The reputed German count who was convicted a

the last term of defrauding the proprietors of the Clarendon Hotel out of \$45 and the Windsor out of \$25 by running away without paying his board bill, was sentenced to nine months in the Pontlentiary.

WASHINGTON PLACE POLICE COURT.

Before Judge Kilbreth,

John Henry Meyer, of No. 84 Amity street, was beld

in \$2,000 to answer a charge of lorgery. The com-plainant was Henry J. Welsh, a liquor dealer, at No.

a clerk in his store, and collected a check for \$25 from Frederick Sherman, of No. 316 East 13th street. On this check, as alleged, Meyer forged Welsh's name and obtained the money, without giving any notice to his employer. Meyer was arrested by Detective Murphy, of the Eighth precinct, and admitted his guilt.

BIGAMY.

FIFTY-SEVENTH STREET COURT.

Before Judge Murray.

FREE-LUNCHER'S LARCENY.

Charles Rehwaldt, a member of the society of free-tenchers, exercised his ingenuity to obtain a meal yesterday without paying for it, and at the same lime the iznomiay of being kicked into the street.

Upon complaint of Christina Kane, of No. 73 Perry reet, Adam Nixon Hamilton, alias Adam Nixon, was

104 Thompson street. Mr. Welsh stated that Me

By Judge Lawrence.

Matter of Mary Ann Hatch.—Order granted.

Having pitched upon the Putnam House, No. 369
Fourth avenue, as his objective point, he there succeeded in getting a meal valued at forty-five cents. He then picked up the ticket representing the amount of his bill, and going to the rear of the saloon disposed of it in some manner known only to himself. On attempting to leave without paying he was arrested on a charge of stealing the ticket, which was valued at one cent, and at this court was held for trial.

ATTEMPT TO BOB A GRAND JURYMAN. The Commercial Bank of Kentucky vs. Varnim; Same vs. Turney.—Judgments affirmed. Opinions by Judge Brady. Casseets Officer Darwin, of the Twenty-first precinct, Thursday night arrested Henry Carlton, of No. 316 East Thirty-minth street, while in the act of picking by Judge Brady.
Casserly va. The Narragansett Steamship Company.—
Judgment affirmed. Opinion by Judge Donohue.
Hart vs. Taylor.—Motion for reargument denied, 117 East Thirty-fourth street. Immediately after Francis Reilly, of No. 335 East Thirty-sixth street, was arrested as an accomplica. They were brought to this Court yesterday, but were remanded until Mr. Dixon, who is now acting as a member of the Grand Jury, shall have time to appear. without costs.

Lyles and another vs. Hage and another, &c.—Order medified so as to allow defendants to serve answers to complaint within twenty days after notice; order of reference vacaied, without costs. Opinion by Judge Daniels.

Smith vs. Osborn.—Judgment affirmed. Opinion by Judge Donobus.

CONTEST ABOUT SOAP.

C. T. Prescott & Co., manufacturers of the American aundry soap, have been sued by Charles G. Higgins & alleged damages from the close imitation of the German scap by the American. All the profit made by Prescott & Co. is claimed by the plaintiffs, as well as \$5,000 additional damages.

EX-TAX COLLECTOR BADEAU. The trial of the suit against ex-Tax Collector Badeau

of Brooklyn, who, it is alleged, misappropriated some city funds in his care, has been set down for next Monday in the Brooklyn City Court. It was the general belief that the suit would be discontinued after he had transferred his property over to the city for the purpose of satisfying any claim.

> COURT OF APPEALS. ALBANY, March 31, 1876.

In Court of Appeals, Friday, March 31. In Court of Appeals, Friday, March 31.

No. 110. Louisa Sims, respondent, vs. Henry B.

Brown, appellant.—Argued by N. Morey, for appellant,

and E. Thayer, for respondent.

No. 113. John E. Risley, appellant, vs. William H. Smith and another, impleaded, &c., respondents.—
Argued by James Clark, for appellant, and Thomas H.
Rodman, Jr., for respondent.
No. 116. William Kidd and another, appellants, vs.
Matala D. Bottam, impleaded, &c., respondents.—Sub-

Matala B. Bottam, impleaded, &c., respondent, —Submitted.

No. 122. George McRae, respondent, vs. The Central National Bank of Troy and others, appellants.—Argued by Esek Cowen, for appellant, and R. A. Parmenter, for respondent.

Nos. 123, 124 and 125. Edward W. Vanderbilt, administrator, &c., and another, appellants, vs. Margaret E. Armstrong and others, respondents.—Submitted by appellants, and argued by D. T. MacMahon, for respondents.

No. 129. Stephen S. Thorne, respondent, vs. George P. Kinnis, appellant.—Judgment by default, on motion of C. P. Hoffman, for respondent.

Proclamation made and Court adjourned.

CALENDAR.

THE KINGS COUNTY SHERIFF. ALBANY, N. Y., March 31, 1876.

N. C. Moak, of counsel for the defendant in the case of Matthew H. Livingston vs. John D. Tredendall, procured an order from Justice Westbrook to-day, requiring the Sheriff of Kings County to show cause why all the proceedings on his part in seizing property, under an execution in violation of a stay, should not be not aside, and also requiring the plaintiff's attorney to show cause why he should not be punished for con-tempt in disregarding and countenancing a violation of a stay of proceedings granted by the Court. The order is returnable April 4, before Justice Weatbrook.

UNITED STATES SUPREME COURT.

Washington, March 31, 1876. In the Supreme Court of the United States to-day case No. 191—Charles E. Phillips, plaintiff in error, vs. McGehee, Snowden and Violet—on motion of Mr. F. J. Lippitt, was dismissed with costs, under the sixteenth

No. 192 William Buchanan, plaintiff in error, va. No. 192 William Euchanas, plaintiff in error, va.

Jerry B., Clarkson.—This cause was argued by Mr.
James Carr, of counsel for the plaintiff in error. The
Court declined to hear counsel for the defendant in
error.

No. 193. The First National Bank of Charlotte, plaintiff in error, vs. The National Exchange Bank of Baltimore.—This cause was submitted on printed arguments.

by Mr. John Scott, Jr., of counsel for the plaintiff in
error, and by Mr. William F. Frick for the defendant

in error.

No. 194. Harvey Ferry, appellant, vs. The Commercial Bank of Alabama.—This cause was submitted on printed argument by Mr. Harvey Ferry, the appellant. No. counsel appearing for the appellant. No. 195. Jacob Magee and Honry Hall, plaintiffs in error, vs. The Manhattan Lite Insurance Company.—Passed.

No. 197. (substituted for 199. Francis L. Markey et.

Passed.
No. 197 (substituted for 196). Francis L. Markey et al., appellants, vs. W. C. Langley et al.—The argument of this cause was commenced by Mr. Samuel Lord, Jr., of counsel for the appellants, and continued by Mr. C. R. Milles for the appelless.
Adjourned till Monday at twelve o'clock.

by mistake, and that she procured an emetic and had her conveyed to Flatbush Hospital.

Dr. Fitts, of the Flatbush Hospital, testified that the woman did not die of malpractice; that death resulted primarily from sresnite of copper, and secondly from hemorrhage from miscarriage. Dr. Fitts' affidavit of the result of the post mortem examination was then read.

read. A certificate from a doctor was read to show that Milliam M. Heath, the alleged husband of the deceased, was sick and unable to leave the house.

The jury returned the following verdict:—"We find that Jane Wilson came to her death by snicide by arsenite of copper, taken on March 22, 1876, at the Kings County Hospital."

UNITED STATES MARSHAL'S SALE.

those who might be employed in their stead, and, if possible, prevent their going to work. A number of shoemakers, however, were found by the firm to fill, to some extent, the places of the strikers. Among them was Abraham Loewenthal, who kept a little shoe shop at No. 216 Sixth street, where he worked at night. On the evening of February 28 Jeremiah Sullivan, accompanied by a man who is unknown, entered Loewenthal's store and asked to see a pair of shoes. They were handed to him, and while he was trying them on either he or his companion, from behind, struck Loewenthal with a loaded cane on the head, inflicting a severe wound. The assailant dropped the cane and ran off as Louis Roseman, brother-in-law of Loewenthal, alarmed by the noise, rushed from a back room in time to close the door and hold Sullivan a prisoner. An officer was see for, and upon scarching Sullivan a small loaded cane was found concealed upon his person. Loewenthal, when struck, drew a revolver and fired several shots about him, none of which did any harm. A United States marshal's sale was made vesterda afternoon at No. 29 Burling silp by Daniel H. Burdett. The goods comprised cigars, snuff, copper and cigar holders. The cigars sold tolerably well, Mathildes bringing \$96 per 1,000; Henry Clay (non plus ultra), \$160; La Paz de España, \$101; Le Coridouga, \$102; Antiguedad, \$82 50; Flor de Palmito, \$58, and Antiguedad (Mechans), \$46. A lot of Honzades were bought for fifteen cents per packet and Chorritos brought four-teen cents. The rum was sold at an average of \$1 50 per gallon and the snuff brought twenty-one cents per pound. Copper reached thirteen cents per pound and a lot of meerschaum cigar holders averaged thirty cents apiece. The sale was well attended and the bidding brisk. afternoon at No. 29 Burling slip by Daniel H. Burdett.

MOUNT VERNON

New York, March 26, 1876,

In view of the prevailing misapprehension of the public in regard to Mount Vernon and its "dilapidation ad decay," will you kindly allow me space for a few facts which doubtless will be a relief to many of your readers? Four years ago a fresh impetus manifested itself in the original association, who determined that Washington's home should be repaired and made ready for the centennial celebration. Those ladies have acfor the centennial celebration. Those ladies have accordingly been working throughout the country, not alone with the Centennial in view, but to carry out the original intention, started eighteen years ago, of raising \$50,000 as an enaowment lund. Early this year an appeal was issued from the Regent of the Mount Vernon Association of the Union to make the 22d of February an occasion to gather funds. Arrangements were on foot in New York for a Martha Washington tea party at Masonic Hail, when the apnouncement was made of the St John's Guild benefit of the same date, and as the ladies of that management relused to allow the benefit fund of Mount Vernon a table, thus joining the two objects, all thought of raising money in New York on that date was abandoned. However, Chiennatt gave a grand centennial reception, and cleafed upwards of \$10,000, and we are glad to state that even in February Mount Vernon's creditable appearance was an accomplished fact. The report of the Vice Regent pro tem, in New York, dated February 17, gave a comfortable assurance that it was nearly completed then, as far as being pade presentable for the summer, the future endowment fund alone giving anxiety. A notice in the Nevark Courier stated some time before that Mr. Van Camplen Tayler, a well known architect in that city, had recently visited the homestead, and was then engaged in trawing plans of the entire building, so that in ease of the building could be rebuilt exactly as it now stands. A minute description of the buleardes and porticoes vas given, a part of the wood work of which was repr. ented as being somewhat decayed, but the main building, and wings were in good order, and arrangements had the made for the work to be pushed forward as soon as a ving arrived, in order that the house and grounds sheed to in complete readness in time for visitors. In new of these efforts begun by the original Ladies' Association and started with renewed vigor four years ago, assems scarcely lart for new organizations to apring than represent Mount cordingly-been working throughout the country, not

THE GRAIN TRADE

ADOPTION OF SEVENTEIN IMPORTANT BULES

BY THE PRODUCE EXCHANGE. Yesterday morning, at the Produce Exchange, meeting was held to consider the rules so long under discussion in reference to the government of this important branch of our national commerce. The rules submitted were twenty-five in number and involved some nice points concerning the grain interests. The meeting was largely attended, and the views of the committee were discussed with great ability by the members interested. The first seventeen rules were adopted with but slight modifications, the meeting adtime the remaining eight rules will be acted upon. The following are the adopted sections:—

The following are the adopted sections:—

BULE 1.—At the first meeting of the Board of Managers after their election the President shall (subject to the spot of the Board appendix as a Committee on Grain five members of the Row York Produce Exchange, who are known as members of the York Produce Exchange, who are known as members of the grain trade. It shall be the duty of this committee to properly discharge the obligations imposed upon them by these rules, and also to consider and decide all disputes arising between members dealing in grain which may be submitted to them. A majority of the committee shall constitute a quorum, and the committee shall constitute a quorum, and the committee shall constitute a quorum, and the committee shall list emporary vacancies. A fee of \$15 shall be paid to the committee for each reference case by the party adjudred to be in fault, unless otherwise ordered.

BULE 2.—The Committee on Grain shall, during the month of September of each year, establish the grades of grain except for corn, the grade of which shall be established on or before the 1st of December.

RULE 3.—Sales of grain made as prime before three P. M. shall be considered confirmed (when the grain is so located that an examination may be had promptly), unless notice of rejection for cause is given before half-past five P. M. Sales of grain represented as not prime shall be deemed to be made from examination of bolk, and rejection stall be reported before half-past five P. M.

RULE 4.—On sales of ungraded grain affust made before three P. M., in parcels of 6,000 bushels or over on one bost or barge, the day of sales and the two following working days conding as six P. M. of last day), without regard to weather, and lowed to the committee of the party of of the party

vided boat snah be ordered whole the day of sale and the day of purchase.

RULE 6.—On sales of grain in store the day of sale and the four following work days, without regard to weather, shall be free of charge for storage to bayer.

RULE 7.—When grain is in atore and sold to be delivered aflost, buyer shall approve of quality before the cost of lighterage lost teen incurred.

RULE 8.—Sales of grain being made for cash, seller shall have the right to demand payment at the time of passing

ean ports.

RULE II.—Ungraded grain, to be of the grade called teamer, shall conform in color, herry and cleamliness risk the standard samples of the crop seld. In condition it shall be cool and sweet, but may be slightly soft or

livery other than on sample or total arrive on sample must be prime order.

RULE 13.—Ungraded grain sold to arrive on sample must be delivered in prime condition unless otherwise specified at the time of sale. Any slight laferiority in quality to sample shall not vitiate the sale, but such difference shall be retained in the sale.

be delivered in prime condition unless otherwise specified at the time of sale. Any slight inferiority in quality to sample shall not vitiate the sale, but such difference shall be retided by arbitration.

Rela 14.—When ungraded grain is sold on certificate of inspection of the port from which the grain is shipped it shall be delivered in prime condition, unless otherwise specified at the time of sale, and such certificate shall be rectived as evidence of the grade. If such grain shall be transferred in transit the seller must prove that the grain tendered is that covered by the certificate.

Rela 15.—On sales of ungraded grain to arrive, if tendered for delivery before three F. M., the day of tender and the two following working days, without regard to weather (ending at six F. M. of last day), shall be deemed buyer's lay days without charge.

RULE 16.—On time contracts made between members where grain is bought at "buyer's option," time of delivery shall be as follows:—When the call is made by the buyer before twelve o'clock M. the property shall be due and deliverable before half-past twe F. M. of the option upon which the property shall be due and deliverable before half-past tweive F. M. on the day designate, provided no call shall be made after she beginning of the option, and If no call is made the property shall be deliverable before half-past tweive F. M. on the day of maturity of contract.

Rela 17.—Deliveries on contracts for 5,000 bushels of

f contract.

RULE 17.—Deliveries on contracts for 5,000 bushels of fraded grain, or any multiple thereof, shall be made in lots of 5,000 bushels, and on contracts for one or more boat loads n lots of 8,000 bushels, and on contracts for one or more boat loads n lots of 8,000 bushels, except for outs, which shall be 0,000 bushels, all within five per cent, more or less, excess or deficiency to be settled for at the market price of the day of deliver; and all deliveries on such contracts shall be free

Amendments to the bylaws of the Exchange were also adopted, placing the standing committees at the pleasure of the Board as to their terms of office, and authorizing votes on the question of adjournment on holidays to be by bailot, instead of siez cocs.

A BOY ACCIDENTALLY SHOT.

An accident, likely to prove fatal, resulted at the Custom House yesterday from the careless use of fire-arms. Edward Stockin, a boy of fourteen years, the nephew of Paymaster F. C. Wentworth, was shot in the neck by a pistol in the hands of his cousin, Alfred Wentworth, aged seven years. It appears that both boys were in the office of the Paymaster, who was by Mr. C. R. Milles for the appellees.
Adjourned till Monday at twelve o'clock.

JANE WILSON'S DEATH,

An inquest was held at the Brooklyn Morgue yesterday morning by Coroner Simms in the case of Jane Wilson, who died at the Flatbush Hospital on the 24th wishen, who died at the Flatbush Hospital on the 24th charged. The builet lodged in the neck of young Stockin, grazing the jugular vein. The wounded boy fell to the floor, and his companion, the neck of young Stockin, grazing the jugular vein. The wounded boy fell to the floor, and his companion, much frightened, gave the alarm. Mr. Wentworth entering hurriedly that deceased had told her she had taken Paris green boys in the case of Jane between the pixtol disconting the pixtol of the Elabush Hospital.

Dr. Fitts of the Elabush Hospital.

A MERCHANT'S WAIL TO THE EDITOR OF THE HERALD :-

Your article in regard to W. A. Darling—the "Hon-orable," as he insists upon being addressed by those under him in the Appraiser's Department—is not only welcomed by the merchants generally, but has long seen looked for and known to be correct. Yet it is to public. Who go to merchants' stores on their way some and receive money and goods for the examination of merchandise and other pretended favors? Who steal packages from cases "received in good order?" Complaints are made and they are turned of upon the cartmen and steamship companies. No re-dress from the Honorable (?) W. A. flarlingnot to be expected from a man who would rob the widow and orphans of their savings. How many

the widow and orphans of their savings. How many deserving and capable men upon small salaries have been removed, as alleged, "by direction of the Secretary of the Treasury for the purpose of retrenchment," and ignorant pot-house loaters from the "Barling Clab" and district appointed at higher salaries? Why was the man who dobs his dirty work (Harney) taken from the ranks of the laborers, made a messenger, too ignorant for anything else and then the office of Superintendent of Stationery created at a salary of \$1,800—and perquisites out of the poor openers and packers—and Harney appointed? Why is there so much red tape and unnecessary work performed? Why are goods delayed, errors continually made and merchants and brokers annoyed and put to extra expense (a common question is, "How much is it worth?") and obliged to pay all the way from a cigar or a drink to as many dellars as they can afford or presents of articles from their stores before they can get their goods? From the lowest to the highest of Darling's appointees all are "on the make." Why, these things and much more have been going on annot be came into office, and we all wonder you have not exposed it before. This most important branch of the Custom House should be in the hands of a known business man of integrity and ability, and to a raisonable trickater and unscrupalous politician. Don't fet up, but clear them all out, and oblige ONE OF THE SUFFERING MERCHANTS.

TREASURE TROVE IN THE FAR WEST. [From the Denison (Mo.) Crescent.] About three weeks ago some \$12,000 or \$15,000 in gold and silver was dug up on the Widow Walker's place, three miles south of Denison. At the time mentioned above two unknown men, accompanied by an Indian boy, visited the farm. They had a long rod with which they probed the ground. Some trees growing noar the place where the treasure was buried were marked, also a rock, on which were two rings, one within the other, and an arrow pointing in the direc-tion of the buried treasure. It appears that the place, but it was a request of the Widow Walker that it should not be disturbed until after she died. A numper of parties have recently visited the place and the

REAL ESTATE.

All the sales at the Exchange Salesroom yesterday gore foreclosure, and sold at low figures. The attendance was fair.

The following is a list of the auctions:—
A. J. Bleecker, Son & Co. sold, under Supres A J. Bleecker, Son & Co. sold, under Suprema Courf foreclosure decree, W. S. Keiley, referee, a house, with lot 20x98.9, on East Thirty-first street, horth side, 220 feet east of second avenue, for \$1,500, ever a mortgage of \$3,415, with interest from February 3, 1876, to the plaintiff. Also foreclosure sale, by order of the Court of Common Pleas, F. W. Loew, retwo houses, with lots, each 19,9x70, on First a west side, 61 feet south of Forty fifth street, eas \$3,500, over a mortgage of \$5,000, the nearest avenue being purchased by Christian Frinks an other by John Mayer.

William Kennelly sold, under Supreme Const.

other by John Mayer.

William Kennelly sold, under Supreme Courclosure decree, Alexander K. Kercheis, referee
houses, with lease of lots, each 18.9x100.5, on
Forty-fifth street, north side, 298.9 feet west of a avenue, Aster leases, dated May, 1872, term two one years, one for \$5,000 and the other for \$ one years, one for \$5,000 and the other for \$ both to James Deviln. Also a similar sale, Georgian Ingraham referee, a plot of land, 41x16.3x4x22.3x about 53, on West Thirtieth street, south side, 34 feet east of Seventh avenue, and a lot, 23x98.9, adjoining, on the east side, for \$6,000, to Dudley L. Janes.

R. V. Harnett sold, under foreclosure, four brick tenement houses, two in front and two in rear, with lot £0x100, on Second avenue, west side, 50.5 feet north of Forty-fifth street, for \$14,434, to Henry Korn, the plaintiff.

PRIVATE SALES.

The following private sales were made yestersay:

The five story brick tenement house and lot, 25276.2, on the south side of Twenty-ninth street, 75 feet east of Second avenue, sold for \$11,000.

The house and lot, 25x100.5, on the south side of Forty-ninth street, 225 feet west of Ninth avenue, sold for \$25,000.

The house and lot, 19x80, on the south side of Seventeenth street, 151 feet west of Rutherford place, sold for \$18,000.

The house and lot 24.0x100, on the south side of Seventeenth street, 151 feet west of Rutherford place, sold for \$18,000.

4th av., s. w. corner 28th st., 150,388,94,364 4streeular: Christian Sau rr and wife to Anna Ottendorfer.
78th st., n. s., 205 ft. e. of 3d av., 50,2162,234; Mary
Brosemer and husband to George W. Obamberlain.
78th st., s., 250 ft. w. 3d av., 181,202,2 (Sinon Bing.
Jr., and wife to Charles G. Keys.
6th st., n. s., 100 ft. e. 5th av., 25x100.5; Ursula
Diez to George W. Wright.
Water st. (no. 245), e. s., 37.7x74.9 ½ part; Hannah
Goodwin (av.) and others io Nicholas L. Cort.
Water st., same property, ½ part of Thomas W. Rice
and wife to same.
43d st. a., 350 ft. e. 2d av., 16.8x100.5; Nathan
Goldschmidt and wife to William Stahl.
Slidge st., w. a., 175 ft. n. Staston, 25x100.5; part;
same to Herman Hers.
12th st., s., 176 ft. w. 5th av., 25x100.3; Emil W.
Krackowizer and others to Freeman Blood.
12th st., s., 176 ft. w. 5th av., 25x100.3; Emil W.
Scott and wife to John Gabreith
Stat, w. a., 805½, n. a. 45th st., 19.7x20; Frederick
W. Loow, referee, to Christian Trints.
11t st., w. a., 805½, n. a. 45th st., 19.7x20; Frederick
W. Loow, referee, to Christian Trints.
11t st., w. a., 805½, n. a. 45th st., 19.7x20; same to
John M. Mayer.
5th st., n. s., 201 ft. w. of 8th av., 18.0x100.5 (leasehold); Alex. F. Rirchels (ref.) to Jax. Deviin.
6,000
Sth st., n. s., 201 ft. w. of 8th av., 18.0x100.5 (leasethus and busband to David T. McAlpin.
15th st., n. s., 201 ft. w. of 8th av., 18.0x100.5 (leasethus and busband to David T. McAlpin.
16th st., n. s., 201 ft. w. of 8th av., 18.0x100.5 (leasethus and busband to David T. McAlpin.
17,000
18d st., n. s., 201 ft. R. of 36 av., 18.5x100.5 (harthus and busband to Jas McGuire.
10,000

Rich.

Out at ,, s. s. 196.8 ft. c. of 3d av., 16.8x100.6c Mary

A Hennessy and hasband to Jast McGuire.

A Hennessy and hasband to Jast McGuire.

Sth at , s. , 60 ft. w. of 2d av., 20x100.5; David

Dinkelspiel and wife ond others to Bobetta Brody.

Bith st. s. , 07.6 ft. w. of Loxington av., 40 10 2.5x

102.1, John E. Fitsgerald to Charles K. Sparks...

nom. Sth av., No. 321, 10 years; Carl D. Leicken to H. O'Neill & Co. Broadway, No. 608, store, 2 years; T. J. Coe & Son to

Broadway, No. 608, store, 2 years; T. J. Coe & Son to David Valkenburgh 2,000 Houston st. No. 223, 2 years, Trinity Church to Phillip Kernance 380

surance Company, a.s. corner of the av. and versions in the control of the av. 1 year. It same to same, a. a of 6th at, a of 4th av. 1 year. It same to same, a. a of 6th at, a of 4th av. 1 year. It same to same, a. a of 6th at, a of 4th av. 1 year. It same to same, a. a of 6th at, a, of 4th av. 1 year. It same to same, a. a of 6th at, a of 4th av. 1 year. It same to same, a. a of 6th at, a of 4th av. 1 year. It same to same, a. a of 6th at, a of 4th av. 1 year. It same to same, a. a of 6th at, a of 4th av. 1 year. Bechstein, Augustas U., to Robert Goelet, a. a of 4th av. av. n. of 5th at. 5 of 9th av.; 1 year.
Same to same, s. s. of 45th st., w. of 9th avesting to same, s. s. of 45th st., w. of 9th avesting to same, s. s. of 45th st., w. of 9th avesting to same to same, s. s. of 45th st., w. of 9th avesting to same t Nicholas L., to Thomas W Rice, 245 Water Corr. Nicholas L. to Thomas W Rice, 225 Water st. I veet. Keys. Charles G. to Simon Bing, Jr., s. 75th st., w. 3d av. 6 months. Lanterbach, Edward, to George Hartmann, n. s. 186th st. w. av. A; 2 years. Wright, ticonge W., to Ursula Dies, n. s. 60th st., East 5th av. I year. Berdell, Robers H., to Litzie A. Berdell, s. s. Frunt Tyler, George H., to Eva J. Kisako, n. s. 40th st., w. id av.; 2 years.
Schoolherr, Louis, and wife, to-stount Sinal Hospital, n. s. 65th st., s. Madison av.; 2 years.

BAD AIR IN THE HOUSE OF REPRESENTATIVES.

TO THE EDITOR OF THE HERALD :-

Democrate and republicans are busy endeavoring to shirk the responsibility for the foul condition of the atmosphere of the House.

This morning the poor engineer is pitched upon as the cause of all the trouble, and is accused of getting up all the fuss for mere partisan purposes to secure the introduction of some pet scheme of his own. This is a very unjust insinuation. As a new man he may not understand all the great maze of underground fresh () air sewers; but, in accordance with the old adage, "a new broom sweeps clean," he is digging out a good many dead rats and much accumulated fith from th fresh air supply. The stirring up of this dirty pool makes a little additional stench; hence the row. But there never has been a session of Congress sines the

makes a little additional stench; hence the row. Enthere never has been a session of Congress sines the occupation of these unfortunately planned halfs in which there has not been a succession of bitter complaints about the ventilation.

It is not the fault of my new engineer; it is a chronic difficulty commencing with the completion of the building, and has been made worse by every little insignificant expedient resorted to by the race of little engineers who are entirely incapable of compressenting the problem of ventilating and warming a building of this size. Nothing is so much needed, however, in securing a comfortable almosphere as a little ordinary common sense. The very unnatural system of warming the rooms by pumping in hot air never has been satisfactory, and never can be made so until a new race is manufactured. The present race of intelligent beings seems to be gotten up on a physiological plan well adapted to the national conditions with which they are surrounded. These conditions comprehend cold invigorating air for breathing and warmin by direct radiation. Nothing is more bracing and delightful than a cool, fresh air and bright warm sumbine, and unless similar conditions are introduced into the halfs of Congress grambling will still continue, no matter whether there is a democratic ongineer of a republican. And they may go on filling the scalar whether there is a democratic ongineer of a republican. And they may go on filling the scalar with fans—some for pushing the air and others for pulling it; and they may go on filling the scalar whether there is a democratic organizer of the fanses golf you please—if it is warmed to near the temperature over pipes of polished aiver or of the finest golf you please—if it is warmed to near the temperature these buildings for doing a splendid thing by as warming the marble and tiled doors and the irreduced to make a perfectly who keess confortable atmo-phere with singlit modification was a maiter of very great connears as was done by the horse of the falls and

a matter of very great economy as well as conone for which the nation at large weak than to cossin advocates, whether democrat or republications of the weak washing and the weak to the weak washing a second to the weak to be a second to the weak to the weak to be a second to the weak to be a second to the weak to be a second to the weak to

SNEAK THEFTS.

Steak thieves effected an entrance to the of Charles F. Sandford, No. 22 West Fifty-see yesterday, while the family were up state and succeeded in getting away with \$30?